

# ***PUBLIC NOTICE***

## **State of Nebraska**

### **Request for Proposals – Commercial Lease**

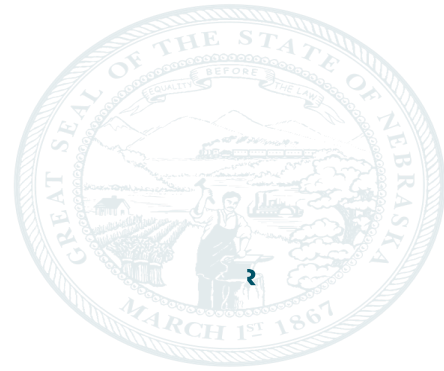
Dept. of Administrative Services, State Building Division ("DAS-SBD") is requesting sealed proposals for the purpose of leasing 8,316 (+/-) SF office space in/around Scotts Bluff County (Scottsbluff or Gering) NE. Preference will be given to locations within a 5 mile driving distance via the most direct driving route of 455 E. "M" St., Gering, NE 69341, which is our commercial Driver's License skills testing location. It is the intent of the DAS-SBD to enter into a 20 year full-service lease with a potential renewal term to be agreed upon. The awarded bidder will provide a facility suitable for the Dept. of Motor Vehicles.

Attendance is **mandatory** for all interested vendors at the pre-proposal meeting held at 505A Broadway, Scottsbluff, NE at 10:00 AM (MT), Tuesday, September 09, 2025. If interested, send an email of intent to bid to [johnny.knoche@nebraska.gov](mailto:johnny.knoche@nebraska.gov).

For a bid packet and for all related inquiries, contact Johnny Knoche, Commercial Lease Coordinator at [johnny.knoche@nebraska.gov](mailto:johnny.knoche@nebraska.gov). All questions asked and answered will be forwarded to all known interested bidders via email.

Proposals must be identified as "RFP 65251624" on the front of a sealed envelope and must be received in the office of the DAS-SBD, Attn: 65251624, PO Box 98940, Lincoln NE 68509-8940, no later than 10:00 AM CT, Thursday, October 02, 2025 at 1526 K Street, Lincoln, NE, 1<sup>st</sup> Floor, (Omaha Conference Room), where all proposals will be publicly opened. Proposals will be valid for 45 days with a possible bid award on or before close of business Friday, October 24, 2025.

The State of Nebraska reserves the right to reject any or all proposals, wholly or in part, or to waive any technicality in any RFP in order to award the lease contract in a manner deemed in the best interest of the State.



Jim Pillen, Governor

## Request for Proposal

Department of Administrative Services, State Building Division ("AS/SBD") is requesting sealed proposals for the purpose of leasing 8,316 (+/-) square feet of general office space in Scotts Bluff County (Scottsbluff or Gering), Nebraska on behalf of Department of Motor Vehicles, ("Tenant Agency"). It is the intent of the AS/SBD to enter into a lease which includes all utilities and services and which may include Tenant Improvements. The award winning bidder will provide a facility suitable for the Department of Motor Vehicles. The State of Nebraska reserves the right to reject any or all RFPs, wholly or in part, or to waive any technicality in any RFP in order to award the lease contract in a manner deemed in the best interest of the State.

### PUBLIC POSTING NOTICE:

Pursuant to the Taxpayer Transparency Act (Neb. Rev. Stat. §§ 84-602.01 to 84-602.04) and in furtherance of public records statutes (Neb. Rev. Stat. § 84-712 et seq.), State contracts, must be posted to a public website. The resulting contract, the RFP, and the successful Bidder's entire bid and response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov/>

If the Bidder wishes to withhold proprietary or other commercial information from disclosure, the Bidder must do the following:

- a. Identify the Proprietary Information;
  - b. Mark the Proprietary Information; and
  - c. Submit the Proprietary Information in a separate container or envelope marked clearly using an indelible method with the words "PROPRIETARY INFORMATION".
- The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). THE BIDDER MAY NOT ASSERT THAT THE ENTIRE BID IS PROPRIETARY. COST WILL NOT BE CONSIDERED PROPRIETARY AND IS A PUBLIC RECORD SUBJECT TO DISCLOSURE.
- The State may require a bidder to submit more information, including, but not limited to, a detailed explanation as to how and why the designated information is proprietary.

The State will determine, in its sole discretion, if the disclosure of the designated Proprietary Information would:

- a. Give advantage to business competitors; and
- b. Serve no public purpose.

Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

In the event that disclosure of Proprietary Information is ordered or requested, it will be the bidder's responsibility to assert and defend the non-disclosure.

To facilitate public postings, with the exception of Proprietary Information, the State reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, bid, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a bid or response to this RFP, specifically waives any Copyright or other protection the contract, bid, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a bid or response to this RFP and award of a contract. Failure to agree to the reservation and waiver will result in the bid or response to the RFP being found non-responsive and rejected.

**Any entity awarded a contract or submitting a bid or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, Agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the bids and responses to the RFP, awards, and other documents.**

## I. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

Bids shall conform to all instructions, conditions, and requirements included in the RFP. Bidders are to carefully examine all documents, schedules, and requirements in this RFP, and respond to each requirement in the format prescribed. Bids may be found non-responsive if they do not conform to the RFP.

### B. COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this RFP reside with AS/SBD. The Point of Contact (POC) for the procurement is as follows:

RFP #: 65251624  
Name: Johnny Knoche  
Agency: State Building Division  
Address: 1526 K Street, Suite 160  
Lincoln, NE 68508

Telephone: 402-310-0176

E-Mail: [johnny.knoche@nebraska.gov](mailto:johnny.knoche@nebraska.gov)

From the RFP Release Date until the Intent to Award is issued, communication is limited to the POC listed above. The recipient of an Intent to Award may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No employee of the State or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The POC will issue any answers, clarifications, or Amendments regarding this RFP in writing. Communication or attempts to communicate with or influence any evaluator involved in this RFP is not allowed.

Notwithstanding the above paragraph, the communication is permitted in the following circumstances::

1. The contact is made pursuant to pre-existing contracts or obligations;
2. The contact is required by the schedule of events or an event scheduled later by the POC; or
3. The contact is required for negotiation and execution of the final contract.

***The State reserves the right to reject a bidder's bid, withdraw an Intent to Award, and terminate a contract if the State determines there has been a violation of these procurement procedures.***

**C. SCHEDULE OF EVENTS**

The State intends to adhere to the schedule shown below, however all dates are approximate and subject to change.

| ACTIVITY |                                                                                                                             | DATE/TIME                                                             |
|----------|-----------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| 1.       | Release RFP in the <u>Scottsbluff Star-Herald</u>                                                                           | Saturday, August 23, 2025 &<br>Thursday, September 04,<br>2025        |
| 2.       | Mandatory Pre-Bid Meeting<br><br>Location: <b>505A Broadway<br/>Scottsbluff, NE 69361</b>                                   | Tuesday, September 09, 2025<br><b>10:00 a.m. (MT)</b>                 |
| 3.       | Last day to submit written questions after Pre-Bid Meeting                                                                  | Friday, September 19, 2025<br><b>By 5:00 p.m. (CT)</b>                |
| 4.       | State responds to written questions through an RFP Addendum via Addendum #1 to be e-mailed to all known interested Bidders  | Friday, September 26, 2025<br><b>By 5:00 p.m. (CT)</b>                |
| 5.       | Deadline to Submit Bid and Bid Opening<br><br>Location: 1526 K St., 1 <sup>st</sup> Floor (Omaha Room)<br>Lincoln, NE 68508 | Thursday, October 02, 2025<br><b>10:00 a.m. (CT)</b>                  |
| 6.       | Review for conformance of mandatory bid requirements                                                                        | Thursday, October 09, 2025<br><b>By 5:00 p.m. (CT)</b>                |
| 7.       | Site Visits                                                                                                                 | October 14 <sup>th</sup> , through October<br>17 <sup>th</sup> , 2025 |
| 8.       | BAFO, <i>(if applicable)</i>                                                                                                | TBD, if applicable                                                    |
| 9.       | Contract Award Date                                                                                                         | Friday, October 24 <sup>th</sup> , 2025<br><b>By 5:00 p.m. (CT)</b>   |
| 10.      | Tenant Agency date of Occupancy                                                                                             | Agency could begin<br>Occupancy as early as Fall of<br>2026           |

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any RFP provision should be in writing and received by the AS/SBD by the date and time per the Schedule of Events. Each question must be clearly marked "RFP # (65251624) ; Questions". It is preferred that questions be sent via email to [johnny.knoche@nebraska.gov](mailto:johnny.knoche@nebraska.gov) but may be delivered by hand or by USPS mail. POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidder should present, as questions, any assumptions upon which the Bidder's bid is or might be developed. Bids Will be evaluated without consideration of any known or unknown assumptions. The contract will not incorporate any known or unknown assumptions.

It is recommended that questions be submitted using the following format:

| RFP Section Reference | RFP Page Number | Question |
|-----------------------|-----------------|----------|
|                       |                 |          |

Written answers will be provided to all participating Bidders per the Schedule of Events.

**E. PRE-BID CONFERENCE**

A Pre-Bid Conference will be held per the Schedule of Events. Attendance at the Pre-Bid Conference is mandatory. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the RFP requirements. The State will attempt to provide verbal answers to questions, however, oral responses given during the Pre-Bid Conference shall not be binding on the State. Vendors attending the Pre-Bid Conference may submit further questions in addition to the ones submitted by the RFP deadline shown in the Schedule of Events, provided the questions are submitted in writing and received by the State Representative at the close of the Pre-Bid Conference. The State will then respond to all written questions through an Addendum to be placed on the AS/SBD's website on or before the date shown in the schedule of events.

**F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (§ 21-2,203 Statutory)**

All Contractors must be authorized to transact business in the State and comply with all Nebraska Secretary of State registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produced a true and exact copy of its current (within ninety (90) Calendar days of the intent to Award) Certificate of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Secretary of State website at <https://sos.nebraska.gov/business-services/explanation-us-citizen-attestation-form>. This must be accomplished prior to execution of the contract.

**G. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject bids, withdraw an award or Intent to Award, or terminate a contract if a Contractor commits or has committed an ethical violation, which includes, but is not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the RFP process;
2. Utilizing the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the RFP process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a bid on behalf of another party or entity; and
5. Colluding with any person or entity to influence the RFP process, submitting sham bids, precluding bidding, fixing pricing or costs, creating an unfair advantage, subverting the bid, or prejudicing the State.

**H. DEVIATIONS FROM THE INVITATION TO BID**

The requirements contained in the RFP become a part of the terms and conditions of the Contract resulting from this RFP. Bidders may submit an alternate proposal and shall state in detail where the alternate proposal differs from the specifications. In the absence of any state deviation, or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable for such proposal.

Deviations must not be in conflict with the basic nature of the RFP, requirements or applicable state or federal law. The State discourages deviations and reserves the right to reject proposed deviations.

**I. SUBMISSION OF BIDS**

All bids must be received by the AS/SBD by the date and time of the bid opening per the Schedule of Events. It is the bidder's responsibility to ensure timely submission and receipt and the State is not responsible for bids that are late or lost, regardless of cause or fault. No late bids will be evaluated and will be returned to the bidder unopened.

1. If multiple bids are submitted, the State will retain only the most recently submitted response. The bidder is solely responsible for any variance between the copies submitted. Bids must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or Contractor's bid response packet. If a recipient phone number is required for delivery purposes, (402)-310-0176 Should be used. The RFP number should be included in all correspondence.

All hard copy bids MUST be submitted in a sealed envelope or container. The State Will not furnish packaging and sealing materials.

The Bidder's Proposal Form, included as Attachment A, must be signed in ink by the bidder and all pricing quotations must be typewritten or in ink. Erasures and alternations must be initialed by the bidder in ink. Faxed copies of the bid will be accepted only if they fully comply with all other conditions in the Request for Proposal.

By signing the Bidder's Proposal Form, the Contractor guarantees compliance with the provisions stated in this RFP.

**J. BID PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by Bidders responding to this RFP, including but not limited to, costs associated with the submission of the bid or Pre-Bid Conferences.

**K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL**

Violation of the terms and conditions contained in this RFP or any resultant contract, at any time before or after the Award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a Bidder's bid;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. Suspension from further bidding

**L. BID CORRECTIONS**

A Bidder may correct a mistake in a bid prior to the time of bid opening date and time per the Schedule of Events by giving written notice to the State. A Bidder may withdraw the bid for modification or withdraw the bid completely. Changing a bid after opening may be permitted if the change is made to correct a minor error that does not affect price or contractual conditions.

**M. BID OPENING**

Anyone may attend the bid opening. The Buyer Will read the names of the responding Bidders. Depending upon the complexity of the bid, the buyer may read the bids aloud or allow bids to be available for viewing by the public during the bid opening. Once the bid opening has concluded, the bids Will not be available for viewing until the Intent to Award has been posted. An initial bid tabulation Will be posted to the website as soon as feasible.

**N. EVALUATION COMMITTEE**

Proposals will be independently evaluated by the SBD points of contact and the Tenant Agency's authorized representative(s).

Prior to contract award, bidders are advised that only the points of contact indicated in the RFP can clarify issues or render any opinion regarding the RFP. No individual employee of the State or any other employee of the SBD or Tenant Agency is empowered to make binding statements regarding this RFP.

**O. EVALUATION OF BIDS**

All responses to this RFP which fulfill all mandatory requirements shall be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

|                                               |       |
|-----------------------------------------------|-------|
| Building Layout and Quality of Building Shell | 25%   |
| Location                                      | 25%   |
| Parking and Exterior Plan                     | 25%   |
| Safety/Security                               | 15%   |
| Annual Rental Rate and TIA                    | 10%   |
|                                               | =100% |

Award of lease/contract shall be pursuant to State statute §81-1108.55:

§81-1108.55 Competitive bids; award to lowest responsible bidder; elements considered; procurement reports. All purchases, leases, or contracts which by law are required to be based on competitive bid pursuant

to §81-1108.16 shall be made to the lowest responsible bidder, taking into consideration the best interests of the state, the quality or performance of the property proposed to be supplied, its conformity with specifications, the purposes for which required, and the times of delivery. In determining the lowest responsible bidder, in addition to price, the following elements shall be given consideration:

- (1) The ability, capacity, and skill of the bidder to perform the contract required;
- (2) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- (3) Whether the bidder can perform the contract within the time specified;
- (4) The quality of performance of previous contracts;
- (5) The previous and existing compliance by the bidder with laws relating to the contract;
- (6) The life-cost of the property in relation to the purchase price and specific use of the item;
- (7) The performance of the property, taking into consideration any commonly accepted tests and standards of product usability and user requirements;
- (8) Energy efficiency ratio as stated by the bidder for alternative choices of appliances or equipment;
- (9) The information furnished by each bidder, when deemed applicable by the State Building Administrator, concerning life-cycle costs between alternatives for all classes of equipment, evidence of expected life, repair and maintenance costs, and energy consumption on a per-year basis; and
- (10) Such other information as may be secured having a bearing on the decision to award the contract.

The SBD reserves the right to make site visits and/or inspections prior to awarding this lease. Proposals must include the name, address and telephone number of the person(s) necessary to arrange such site visits.

**Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone.** When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident Contractor, if all other factors are equal.

**Resident disabled veterans means any person (a) who resides in the State, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a Business or, in the case of a publicly owned Business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily Business operations of the Business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.**

Therefore, if a resident disabled veteran or Business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP Proposal Form requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the Contractor within ten (10) Business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a Business or, in the case of a publicly owned Business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily Business operations of the Business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) Business days of notice will disqualify the Contractor from consideration of the preference.



**P. MANDATORY REQUIREMENTS**

The bid proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Bidder's Proposal form, signed in ink;
2. Cost Proposal for Tenant Improvements, if any;
3. Floor Plan to demonstrate an efficient layout:
  - i. A one-line floor plan (to-scale) with measurements depicting the proposed space;
  - ii. Its location in the building, if a multi-tenant building;
  - iii. Its ability to provide the necessary layout;
  - iv. Indicate location of narrow column spacing, atriums, light wells, or other areas interrupting contiguous space, extremely long, narrow runs of space, irregular space configurations, or other unusual building features; and
  - v. Indicate the location of common area restrooms and entrances which meet ADAAG;
4. Future expansion options identified should Tenant Agency needs increase during any lease term, see Bidder's Proposal form;
5. References of at least three (3) responsible parties who can attest to the performance of the bidder in a lease agreement or other contractual relationship, see Bidder's Proposal form;
6. Copy of a deed or other legal document showing proof of ownership, upon request, see Bidder's Proposal form; and

**Q. SITE VISITS**

Bidders whose bid proposals meet the mandatory criteria will be contacted for a site visit to inspect and evaluate the proposed location and/or building. The SBD points of contact shall schedule the site visit(s).

**R. BEST AND FINAL OFFER**

Bidder should provide its best offer with the original bid response and Should not expect the State to request a Best and Final Offer ("BAFO"). Every bidder may not be given the opportunity to submit a BAFO. If a BAFO is requested by the State and submitted by the bidder, it will be evaluated and ranked by the Evaluation Committee. The State reserves the right to conduct more than one BAFO. Failure to submit a requested BAFO may result in rejection of the Bidder's entire bid response.

**S. REFERENCE CHECKS**

The State reserves the right to check any reference(s) that are identified by the Bidder in the Proposal Form.

**T. AWARD**

In addition to Award considerations provided in Neb. Rev. Stat. §81-1108.55 provided in Section "Evaluation of Bids," the State reserves the right to evaluate bids and Award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After Evaluation of the bids, or at any point in the RFP process, the State of Nebraska may take one or more of the following actions:

1. Amend the RFP;
2. Extend the time of or establish a new bid opening time;
3. Waive Deviations or errors in the State's RFP process and in bidder's submitted bid that are not material, do not compromise the RFP process or a bidder's bid submission, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a bid;
5. Accept or reject all bids;
6. Withdraw the RFP ;
7. Elect to rebid the RFP; or
8. Award the contract.

The State may consider, but is not limited to considering, one or more of the following Award criteria:

1. Annual Rental Rate and TIA;
2. Location;
3. Building Layout and Quality of Building Shell;
4. Bidder qualifications and capabilities;
5. State Contract Management requirements and/or costs; and,
6. Parking and Exterior Site Plan

**7. Safety/Security**

The RFP does not commit the State to award a contract. Once the Intent to Award decision has been determined, all interested bidders will be contacted.

Any protests must be filed by a bidder in accordance with the AS/SBD External Leasing Manual found at [https://das.nebraska.gov/building/leasing/External\\_Leasing\\_Manual\\_2011-07-01\\_FINAL.pdf](https://das.nebraska.gov/building/leasing/External_Leasing_Manual_2011-07-01_FINAL.pdf)

**U. REJECTION OF BIDS**

The State reserves the right to reject any or all Bids, wholly or in part, in the best interest of the State.

**V. RESIDENT BIDDER**

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Nonresident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

A Resident Bidder means any person, partnership, association, or foreign or domestic corporation authorized to engage in Business in the State of Nebraska and who shall have met the residency requirement of the state of the Nonresident Bidder, necessary for receiving the benefit of that state's preference law on the date when any bid for a public contract is first advertised or announced, or shall have a bona fide establishment for doing business with the state for the length of time established by the state of the Nonresident Bidder, necessary for receiving the benefit of that state's preference law on the date when any bid for public contract is first advertised or announced.

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## **II. SPECIFICATIONS FOR LEASED SPACE**

### **A. Rate Type:**

Bidders must propose a full-service base rental rate. A full-service base rental rate includes all customary utility costs, janitorial services/supplies, snow removal, trash removal, pest control, and all maintenance and repair costs and services, as defined by Section 13 of the attached Lease Agreement, at no cost to the Lessee or Tenant Agency.

### **B. Taxes**

The State is not required to pay taxes and assumes no such liability as a result of this RFP. If any taxes are due, they are the sole responsibility of the bidder.

### **C. Floor Plan: Include in proposal packet.**

To demonstrate potential for efficient layout, a floor plan with measurements depicting the proposed space and its location in the building and its ability to provide the necessary office layouts is also required. Please indicate location of narrow column spacing, atriums, light wells, or other areas interrupting contiguous spaces, extremely long, narrow runs of space, irregular space configurations, or other unusual building features. This floor plan must also indicate the location of restrooms and entrances for the disabled if different from the main areas.

### **D. Lease Terms and Conditions**

Any exceptions to the lease terms and conditions contained in Section III of this RFP must be explicitly noted and highlighted in the proposal. Be sure to read all the lease sections before determining your lease rate.

### **E. Method for Measuring:**

For purposes of this RFP and subsequent lease, the following standards are the method for determining the actual rentable area of a building available to an occupant for their specific use, more commonly referred to as the Demised Premises, not including any common area, unless the State is the sole tenant:

(1) If the State is a sole tenant, the rentable area shall include the interior floor space measured from exterior wall to exterior wall;

(2) In a multiple tenant space, the rentable area shall include the space from exterior wall to one-half the wall thickness of the interior wall dividing the agencies, or when an exterior wall is not part of the rentable area, the rentable space will be determined by the distance from one-half the thickness of the boundary walls, including such areas as building support column footprints.

### **F. SPACE REQUIREMENTS – Types of Spaces**

The figures below are approximate and may be adjusted depending on specific existing conditions, building renovation requirements or arrangement and efficiencies of the proposed space. Please see next page.

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| SPACE GUIDELINES WORKSHEET        |                                             |                       |                                                                   |        |            |                        |                  |               |                 |                   |                   |            |
|-----------------------------------|---------------------------------------------|-----------------------|-------------------------------------------------------------------|--------|------------|------------------------|------------------|---------------|-----------------|-------------------|-------------------|------------|
| Office: DMV - Scotts Bluff County |                                             |                       | Contact Person Name & Phone Number: Lee Quintard (402) - 471-9751 |        |            |                        |                  |               |                 | Date: 07/18/2025  |                   |            |
| SPACES                            |                                             | NOTES                 | SIZE                                                              | NUMBER | VOICE/DATA | FLOOR TO CEILING WALLS | SOLID CORE DOORS | LOCK/KEY SETS | CARD KEY ACCESS | SPACE REQUIREMENT | TOTAL SQUARE FEET | Data drops |
| Public                            |                                             |                       |                                                                   |        |            |                        |                  |               |                 |                   |                   |            |
| A.                                | Waiting Area (includes skills waiting area) | Seat (+/-) 40 (+/-) 6 | 20 x 37                                                           | 1      |            |                        |                  | Yes           | Yes             | 740               | 740               | 2          |
| B.                                | Public Greeting/Kiosks                      | Kiosks                | 18 x 20                                                           | 1      | Yes        |                        |                  |               |                 | 360               | 360               | 2          |
| C.                                | Public Toilet Room (M/W)                    | Sets                  | 18 x 20                                                           | 2      |            | Yes                    | Yes              |               |                 | 360               | 720               |            |
| D.                                | Public Family Toilet Room                   |                       | 9 x 10                                                            | 1      |            | Yes                    | Yes              | Yes           |                 | 90                | 90                |            |
| Transitional                      |                                             |                       |                                                                   |        |            |                        |                  |               |                 |                   |                   |            |
| E.                                | Written Exam                                | 6 Stations            | 12 x 16                                                           | 1      | Yes        | Yes (with Windows)     | One              | Yes           | Yes             | 192               | 192               | 1          |
| F.                                | Conference Room                             | Seat 4                | 10 x 12.7                                                         | 1      |            | Yes                    | Yes              |               |                 | 127               | 127               | 1          |
| Private                           |                                             |                       |                                                                   |        |            |                        |                  |               |                 |                   |                   |            |
| G.                                | Service Counter for Staff                   | 6 Openings            | 21 x 38                                                           | 1      | Yes        |                        |                  | Yes           |                 | 798               | 798               | 1          |
| H.                                | Staff Toilet Rooms (M/W)                    | Sets                  | 18 x 20                                                           | 2      |            | Yes                    | Yes              |               |                 | 360               | 720               | 4          |
| I.                                | Locker Room                                 |                       | 7 x 9                                                             | 1      |            | Yes                    | Yes              |               |                 | 63                | 63                | 2          |
| J.                                | Break Room                                  |                       | 14 x 17                                                           | 1      | Yes        | Yes                    | Yes              |               |                 | 238               | 238               | 1          |
| K.                                | Training Room                               | Seat (+/-) 18         | 21x24                                                             | 1      | Yes        | Yes                    | Yes              | Yes           | Yes             | 504               | 504               | 2          |
| L.                                | Offices                                     | 1 Total               | 11 x 12                                                           | 1      | Yes        | Yes                    | Yes              | Yes           | Yes             | 132               | 132               | 2          |
| M.                                | Accounting                                  |                       | 10x10                                                             | 1      | Yes        | Yes                    | Yes              | Yes           | Yes             | 100               | 100               | 2          |
| N.                                | Server/Data/IT Room                         |                       | 10x10                                                             | 1      | Yes        | Yes                    | Yes              | Yes           | Yes             | 100               | 100               | 4          |
| O.                                | Files/Supplies Room                         |                       | 10x25                                                             | 1      | Yes        | Yes                    | Yes              | Yes           | Yes             | 250               | 250               | 2          |
| P.                                | Mothers Room                                |                       | 8x8                                                               | 1      |            | Yes                    | Yes              | Yes           |                 | 64                | 64                | 1          |
| Q.                                | Privacy Room                                |                       | 8x8                                                               | 1      |            | Yes                    | Yes              |               |                 | 64                | 64                | 1          |
| R.                                | Phone Closet                                |                       | 10x10                                                             | 1      | Yes        | Yes                    | Yes              | Yes           | Yes             | 100               | 100               | 2          |
| S.                                | Janitor's Closet                            |                       | 5x10                                                              | 1      | No         | Yes                    | Yes              | Yes           | No              | 50                | 50                | 1          |
| Ancillary                         |                                             |                       |                                                                   |        |            |                        |                  |               |                 |                   |                   |            |
| T.                                | Public Vestibules                           |                       | 8 x 20                                                            | 1      | No         | Yes                    | No               | Yes           | No              | 160               | 160               |            |
| U.                                | Employee Vestibules                         |                       | 5 x 9                                                             | 2      | No         | Yes                    | No               | Yes           | Yes             | 45                | 90                |            |
| V.                                | Mechanical/Electrical                       |                       | 16 x 18                                                           | 1      | No         | Yes                    | Yes              | Yes           | Yes             | 288               | 288               | 0          |
| W.                                | Dock/Equipment                              |                       | 14 x 15                                                           | 1      | No         | Yes                    | No               | Yes           | Yes             | 210               | 210               |            |
| SUBTOTAL                          |                                             |                       |                                                                   |        |            |                        |                  |               |                 |                   | 6160              | 0          |
| 35% Circulation                   |                                             |                       |                                                                   |        |            |                        |                  |               |                 |                   | 2156              | 0          |
| Total Request                     |                                             |                       |                                                                   |        |            |                        |                  |               |                 |                   | 8316              | 0          |
|                                   |                                             |                       |                                                                   |        |            |                        |                  |               |                 |                   | total drops       | 31         |

Letters C, D, E(1 from written to employee), F, H, I, J, K, L, M, N, O, P, Q, R, S, V must be constructed with solid core doors.

Rows E, F, I, J, L, M, O must have nine square feet of glass side lights adjacent to the doors or, as an alternative, with approximately two square feet of glass in the doors.

Rows A, D, E, F, K, L, M, N, O, P, Q, R, S, T, U, V, W, must have lock/key sets.

The Accounting Room into the Employee Area, must include a lockable window for when not in use.

- G. Term**  
The term of this lease will be for **20 (twenty)** years with a potential renewal term to be agreed upon by the Parties.
- H. Hours of Operation:**  
Daily from 7:00 AM – 6:00 PM, employees require access to space during evenings and weekends.
- I. Number of FT Employees:** approx. **between 4-7**
- J. Building Specifications - Square Footage:** **8,316** sf (+/-)
- K. Shell / Structure:**  
If a new facility, Demised Premises shall be designed and constructed using the proven best practices and technology, with careful use of natural resources. Construction materials should be selected on the basis of aesthetic quality, long-term durability and operational efficiency. Design of Demised Premises shall utilize Universal Design techniques throughout.
- If an existing facility, Demised Premises structure and building components shall include, but not limited to, roofing systems and waterproofing elements, entrances, ceilings, walls, floors and/or floor coverings, windows and/or window coverings, lighting, and common areas accessible to Tenant Agency such as lobbies, public restrooms, fire egress corridors and stairwells, elevators, garages, and services areas, and all mechanical equipment, such as HVAC system, electrical service, plumbing, sprinklers, etc., shall be coordinated with Tenant Improvements during construction and proposal must include a description of the finish including trim, paint, floor coverings, window coverings, etc.
- L. Entrances:**  
All exterior building doors and doors necessary to the lobbies, common areas, and core areas shall have automatic door openers, ADAAG compliant door handles or door pulls with heavyweight hinges; corresponding doorstops (wall or floor mounted) and silencers; public use doors shall be equipped with kick plates; exterior doors shall have automatic door closers and locking devices installed to reasonably deter unauthorized entry and shall be energy efficient. Properly rated and labeled fire doors shall be installed on all fire egress doors. Interior doors shall have a solid core wood veneer, and office doors shall include a viewing panel in doors or a side-light adjacent to doors and acoustic gaskets. Standard building practice shall apply as to background noise criteria and sound isolation requirements for doors.
- M. Locker Room:** Lessor shall install lockers in Locker Room which will be provided by Tenant Agency.
- N. Accounting Room:** Lessor shall install/place a safe on a stand which will be provided by Tenant Agency.
- O. Lobby, Breakroom:** Lessor shall install/mount both speakers and televisions in Lobby, Breakroom and Training Room. All Televisions/Speakers/Mounts will be provided by Tenant Agency.
- P. Training Room:** Lessor shall install/mount Televisions & Whiteboard in Training Room. Mounts, Televisions and Whiteboard will be provided by Tenant Agency.
- Q. Ceilings:**  
Ceilings shall be composed of painted gypsum board or grid system ceiling tiles and shall include ductwork, diffusers, sprinkler systems and raceways for data wiring.
- Shell ceilings shall be no less than 8 feet and no more than 12 feet, measured from floor to the lowest obstruction and shall be insulated to ensure energy efficiency.
- Lessor shall replace ceiling tiles, when stained or damaged.  
Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring.
- R. Walls/Pillars:**  
All permanent, perimeter, and demising slab-to-slab walls (including all columns) will be finished with paint and the baseboards shall all be included in the building shell; must be properly insulated with sound batting to ensure privacy and confidentiality, background noise criteria and sound isolation requirements for walls must meet or

exceed industry standards; insulated to ensure energy efficiency; raceways for data wiring must be contained within the walls throughout the Demised Premises.

**S. Flooring:**

Flooring throughout the Demised Premises shall be carpet tile of a premium grade; restroom flooring shall be composed of ceramic tile; Tenant Agency/Lessee reserve the right to decide the color of the flooring from at least three standard Lessor chosen colors. Lessor agrees to repair/replace carpet or ceramic tile that is worn or hazardous.

**T. Windows:**

Windows shall be energy efficient; any operable windows that open shall be equipped with sturdy locking devices; Tenant Agency/Lessee reserves the right to make the final decision regarding appropriate window coverings provided by Lessor. Lessor agrees to repair/replace window coverings that are worn or damaged prior to occupancy.

**U. Lighting:**

Interior lighting fixtures shall be similar or same as the building standard; lighting in other areas shall be appropriate for the specific area or end-user; shall be functional, energy efficient, and recyclable.

Exterior lighting shall be sufficient in and around exterior parking areas, vehicle driveways, pedestrian walkways, and the building perimeter.

**V. Heating and Cooling:**

All insulation and HVAC system materials and products shall meet current thermal environmental conditions for human occupancy (ASHRAE standard 55-2004) and ventilation standards (ASHRAE Standard 62.1-2004).

Tenant Agency shall have control of heating, air conditioning, and ventilation settings including individual thermostat controls for walled office space. Tenant Improvements will include providing individual thermostat controls for office space. Interior spaces must be separately zoned. HVAC logistics shall take into account that Tenant Agency personnel will work during evenings and weekends.

Sound dampers in duct work and other sound mitigation options shall ensure that heating and cooling functions do not interfere with the work of the Tenant Agency; HVAC sound levels for office and conference rooms shall be 40 dBA or less. The State reserves the right to require certification, at Lessor's cost, from a registered professional engineer to verify this requirement is met.

Lessor shall provide and operate all building equipment and systems. Exposed ducts, piping and conduits are not permitted in any office area.

**W. Plumbing:**

Plumbing shall include two (2) public sets of (Men & Women) ADAAG compliant restrooms, or if in a multi-tenant building, both sets of restrooms shall be ADAAG compliant along with one (1) unisex public family restroom.

Restrooms shall be fully equipped with toilet, toilet paper dispenser, sink, mirror, soap dispenser, towel dispenser, and waste receptacle for anticipated users and accessible according to the ADAAG guidelines and all fixtures must be high grade commercial fixtures. The restrooms must meet current city and/or local codes. Proposal must include restrooms' space sizes.

The Lessor shall provide a Bottle Filling Refrigerated Water Fountains near each restroom area.

**X. Electrical:**

Main power distribution switchboards and distribution and lighting panel boards for standard office occupancy shall be included. All power distribution equipment shall meet current city and/or local code and the National Electrical Code.

Lessor shall provide a minimum of two duplex electrical outlets per 100 useable sf or per work station, whichever provides the greatest number of outlets, normal circuit and one single pole switch per 220 useable sf in open office areas.

Lessor shall provide a minimum of 4.5 watts per gross sf for work station/office and miscellaneous equipment; electrical power outlets shall be distributed for convenient power supply for exhibition area, workstations, office and work areas, excluding electrical power required for general lighting, heating, ventilating and air conditioning

equipment; receive power from a power circuit separate from any other power source; power circuits for computers may not supply power for any other purpose.

**Y. Fire/Life Safety Codes:**

Complete Fire/Life Safety requirements shall meet current National Fire Protection Association codes throughout the Demised Premises and associated building. All items for this cause including, but not limited to, fire detection and alarms, emergency building power for fire/life safety systems, sprinklers, etc., shall be provided.

**Z. Communications Entrance Facilities:**

Cost to provide adequate entrance facilities for voice and data services shall be included in the shell rental rate; installation methods and procedures shall meet the standards set by the Office of the Chief Information Officer ("OCIO"). Further information on recommended connector types, cable specifications, installation methods and guidelines are to be obtained from the OCIO (402) 471-3851, Standard Policies and Procedures for the Installation of Wire and Cable Facilities in State-owned and State-occupied buildings, attached to this RFP as Attachment B.

Lessor shall provide voice and data jacks as listed in the Space Requirement table located on pages 3-4. Each telephone and data jack shall be terminated on separate cables, which shall be terminated on separate connecting blocks/panels at a common central closet location; and all terminations shall be performed by qualified personnel in the telecommunications field.

Each telephone cable shall be a solid copper, 24 AWG, 100  $\Omega$  balanced twisted-pair (UTP) Category 3 cable with four individually twisted-pairs, which meet or exceed the mechanical and transmission performance specifications in ANSI/TIA/EIA-568-B up to 16 MHz.

Each data cable shall be a solid copper, 23 or 24 AWG, 100  $\Omega$  balanced twisted-pair (UTP) Category 6 cable with four individually twisted-pairs, which meet or exceed the mechanical and transmission performance specifications in ANSI/TIA/EIA-568-B up to 250 MHz.

Each voice outlet shall be an 8-pin modular, Category 3, unkeyed jack, using the USOC pin/pair assignment.

Each data outlet shall be an 8-pin modular, Category 6, unkeyed jack, using the T568B pin/pair assignment.

Each voice and data faceplate and closet termination point shall be labeled. A copy of the labeling scheme shall be provided to Tenant Agency and the Lessor.

Each Voice and data cable link shall be tested and conform to ANSI/TIA/EIA-568-B standard. Testing shall be accomplished using level III or higher field testers.

Tenant Agency desires to be able to place printers and copiers so they are readily accessible to staff. **1 (one)** such area will be necessary for a printer/copier.

Installation methods and procedures shall meet the ANSI/TIA/EIA-568-B wiring standards and those set by the State Office of the Chief Information Officer ("OCIO"). Further information may be obtained by contacting the OCIO (Phone: 402-471-3851).

OCIO IT staff member, shall be contacted at (402) 471-2047 to review requirements and specifications prior to commencement of cabling installation.

Tenant Agency agrees to pay for all subsequent monthly charges for telephone and/or computer services.

**AA. Security:**

A description of the security arrangements for the Demised Premises shall include provisions for prevention of unauthorized entry into the work areas and an explanation of the method for controlling access to the building during non-work hours.

Lessor shall provide Tenant Agency the necessary keys, codes, key cards, or access cards for exterior and interior doors. Tenant Agency shall have 24-hour access to the Demised Premises for authorized personnel.

All entrances to the Demised Premises must be equipped with dead bolt locks and keys provided. Enclosed offices and storage/supply areas are to have keyed locks.

All exterior entrances and parking areas shall have adequate lighting as determined by the Lessor and Tenant Agency representatives.

**BB. Signage:**

The Tenant Agency shall be allowed a prominent sign at a location which calls attention to its entrance. An ADAAG sign identifying the restrooms shall be provided.

**CC. Contiguity of Office Area:**

Tenant Agency prefers that all office space be located on one floor. However, multiple adjacent floors will be considered provided all spaces are accessible to the disabled and meet ADAAG requirements.

**DD. Accessibility:**

Accessibility to persons with disabilities shall be required throughout the building, Demised Premises and common areas accessible to staff and public and shall be designed in accordance with ADAAG guidelines and shall be installed and coordinated with Tenant Improvements. Convenient and barrier free access shall exist throughout the interior and exterior of the Demised Premises.

Automatic door openers for exterior doors are preferred.

**EE. Grounds Maintenance:**

All grounds, including landscaping and improvements to landscaping, and snow removal and ice melt shall be provided.

**FF. Location:**

The requesting agency desires a location that is easily accessible for clients and visitors. Preference will be given to locations within a 5 mile driving distance via the most direct driving route of 455 E. "M" St., Gering, NE 69341 which is our commercial Driver's License skills testing location. However, the Tenant Agency will consider all proposals taking into consideration convenient access.

Multi-lane two-way roadway or multi-lane one-way roadway (maximum speed limit of 55 mph) must be withing a 2 mile radius of the facility for conducting drive tests in passenger vehicles and motorcycles.

Tenant Agency will not consider space located in an area that may have the potential of producing environmental conditions, including but not limited to fumes and noise.

**GG. Parking Requirements:**

Cost of employee parking shall NOT be made a part of the proposal unless such parking is at no cost to the Lessee and/or Tenant Agency. If parking is not offered by Lessor at no cost to Lessee or Tenant Agency, the bidder may not include cost of parking in the proposal. The bidder may, however, provide a list of available parking lots/garages adjacent or close to the Demised Premises.

A statement of the availability of parking is required; indicate the location of the parking lot(s) in relation to the proposed office space. All parking spaces are to be on a hard surface, i.e., concrete, asphalt, etc. Surface type of the parking lot must be included in the proposal. ADAAG parking requirements must be met. Improvements to parking areas shall be included in the rental rate.

State Vehicles: 5 parking spaces must be included in the cost of the lease for State vehicles and winning Bidder/Builder shall install all State vehicle signs which shall be provided by Tenant Agency.



Employees: 12 parking spaces required for employees. It is highly desired that parking be located within two blocks of the Demised Premises.

Clients/Visitors: 35 parking spaces for visitors, including three 3 stalls with ADAAG parking requirements, with at least one (1) stall being van accessible.

**HH. Motorcycle Skills Course:**

A 115'x70' area is necessary for motorcycle testing. The pavement available for this purpose must be level/flat, out of traffic pattern, and the surface must be smooth and free of gravel, cracks, potholes, etc. No stationary obstacles (no light poles, landscaping, islands, etc.) impeding motorcycle testing. The lessor shall designate this as "Motorcycle Skills Course" to keep parking/deliveries out, and the course is painted to specifications (to be made available upon award).

**II. CDL Pre-Trip Vehicle Inspection Area:**

A 100' x 25' area (separate from motorcycle skills test and parking areas) is necessary for administering CDL pre-trip vehicle inspections. The pavement available for this purpose must be level/flat, out of traffic pattern, and the surface must be smooth and free of gravel, cracks, potholes, etc. No stationary obstacles (no light poles, landscaping, islands, etc.) impeding pre-trip vehicle inspection testing. The lessor shall designate this as "CDL Pre-Trip Area" to keep parking/deliveries out.

**JJ. Janitorial Requirements:**

The janitorial performance requirements listed below are part of the Lease Agreement and are the tasks and frequencies of work to be performed, as well as supplies to be provided, by the janitorial contractor throughout the Lease term. These requirements establish the performance expectations.

It is understood that all possible contingencies cannot be itemized and scheduled. Extra seasonal traffic and inclement weather can change the frequencies of many of these duties. Therefore, all work will be performed in a professional manner and done in the best interests of maintaining a clean, presentable building.

NOTE: The performance requirements herein stated have been established from past experience. Meeting the expectations and requirements outlined herein will be monitored. Failure to adhere to the expectations and requirements as outlined herein will be grounds for termination of the janitorial contract and Lessor will be required to contract the janitorial services with another company.

**NIGHTLY CLEANING:**

Shall include the following, unless otherwise indicated:

1. Empty all waste receptacles and change liners, as needed.
  2. Remove trash from building to proper bins.
  3. Dust mop all hard surface floor areas.
  4. Damp mop hard surface floor.
  5. Spot clean and/or vacuum carpets nightly, as needed.
  6. Clean all door and partition glass.
  7. Dust all horizontal surfaces, e.g., window sills, files, tables, chairs, racks, etc., excluding desk tops.
  8. Clean and sanitize all drinking fountains.
  9. Clean both sides of entryway glass.
  10. Clean entrance matting.
  11. Clean janitorial closets/rooms and sink.
- RESTROOMS and BREAK areas:
12. Empty all waste receptacles and change liners, as needed.
  13. Clean and service all restroom dispensers.
  14. Thoroughly clean all fixtures with a germicidal cleaner.
  15. Thoroughly clean walls, doors, shelves and partitions with a germicidal cleaner.
  16. Sweep and thoroughly wet mop all floor areas with a germicidal cleaner.

**WEEKLY CLEANING:**

1. Clean kick plates, door knobs and switch plates including elevators.
2. Clean and buff all hard surface floors and refinish, as needed.
3. Thoroughly vacuum all carpeting, using upright beater brush and detail vacuums.

MONTHLY CLEANING:

1. Dust all venetian blinds.

QUARTERLY CLEANING:

1. Thoroughly wash all waste receptacles larger than desk size, as needed.
2. Shampoo carpeted corridors 3' or wider.

SEMI-ANNUAL SERVICES:

1. Thoroughly wash all desk size waste receptacles, as needed.
2. Clean all exterior glass.
3. Clean all interior glass on a semi-annual basis or more often, as needed.
4. Clean all building diffusers and air vents.
5. Shampoo carpeted conference rooms
6. Strip wax and refinish all hard surface floors.

ANNUAL SERVICES:

1. Clean all light fixtures, wash reflectors, both sides of lenses and dry wipe tubes.

PROOF OF COMPLIANCE:

Monthly, a report showing date of completion of all weekly, monthly, quarterly, semi-annual and annual cleaning must be mailed or hand delivered to a designated Tenant Agency representative. The janitorial contractor will be asked to visit the site with the Tenant Agency's Point of Contact representative to review the quality of services provided, on a periodic basis.

### **III. TERMS AND CONDITIONS**

By signing the Bidder's Proposal Form, Bidder is agreeing to be legally bound by all the accepted terms and conditions to the Lease Agreement, attached **as Attachment C**, the terms and conditions listed in this Section, and if agreed to by the State in writing, any proposed alternative terms and conditions submitted by the Bidder with the Bid. The State reserves the right to reject or negotiate Bidder-rejected or proposed alternative language.

**If the State and Bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the Bid. The State reserves the right to reject Bids that attempt to supplement or substitute the Bidder's terms and conditions, commercial contracts, or documents for this RFP.**

#### **A. GENERAL**

The contract resulting from this RFP shall incorporate the following documents:

1. RFP and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Bidder's submitted Bid (RFP and properly submitted documents);
5. The executed contract; and
6. Amendments/Addendums to the contract.

The above listed documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract Amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment/Addenda to the contract after the contract has been executed with the most recent dated Amendment/addenda having the highest priority, 2) the executed contract; 4) Amendments to the RFP and any Questions and Answers, 5) the original RFP document and any Addenda, and 6) the Bidder's submitted Bid.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

#### **B. CONFLICT OF INTEREST**

By submitting a Bid, Bidder certifies that there does not now exist a relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this RFP.

The Bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with its performance hereunder or which creates an actual or an appearance of conflict of interest.

The Bidder certifies that it will not knowingly employ any individual known by Bidder to have a conflict of interest.

**C. PERFORMANCE BOND**

The State reserves the right to require a performance bond from the successful bidder, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.



**ATTACHMENT A**  
**Bidder's Proposal Form**

**Description:** Dept. of Motor Vehicles – Scottsbluff or Gering (Scottsbluff County)

**Date:** Thursday, October 02, 2025 at 10:00 A.M. CT

**Address of Proposed Space:**

**PART 1 Bidder Information**

Bidder's Company Name:

Bidder or Bidder's Representative Name:

Address:

Contact Person for Site Inspection:

Email Address:

Phone:

**PART 2 Bidder's Proposal**

**A. Rental Rate & Terms** If the proposed space has more square feet than what is requested, please base rental rates on the **requested** amount of square feet. In order to provide a fair means of comparison, we ask that you list the remaining balance of space *Available at No Cost* to Lessee/Tenant Agency.

Proposed Square Feet            x            Price/SF = Annual Rent

Additional Sq Ft *Available at No Cost* to Lessee/Tenant Agency, if any:

Original            Year Lease Term            Renewal Option:            Year Lease Term

Space Availability Date:

Other Comments on Rental Rate and Term:

**B. Mid Term Tenant Improvements**

While proposals must describe a turn-key buildout solution (refer to 65251624 Project Scope), Tenant Agency desires certain mid-term improvement allowances every five (5) years sufficient for certain betterments including, but not limited to, the following: touch-up painting, repairing/replacing worn carpet, replacing worn window coverings, and making certain reconfigurations to meet realized needs.

Mid Term Tenant Improvement Allowance            \$ \_\_\_\_\_            Every \_\_\_\_\_ years

**Rental Rate** – All proposals must include a full-service rate in accordance with the 65251624 Request for Proposal.

Proposed Square Feet                      x                      Price/SF = Annual Rent

Additional Sq Ft Available at No Cost to Lessee/Tenant Agency, if any:

| TERM | SQUARE<br>FEET | RATE PSF | ANNUAL<br>COST | MONTHLY<br>PAYMENT |
|------|----------------|----------|----------------|--------------------|
|      |                |          |                |                    |

**C. Description of Space**

Proposed Space:    New Construction ☐                      Existing Structure ☐                      Age of Building  
Loading Dock:                      Yes ☐ No ☐                      Location of Loading Dock:  
Other Comments on Description of Space:

**D. Location**

The requesting agency desires a location that is easily accessible for clients and visitors. Preference will be given to locations within a 5 mile driving distance via the most direct driving route of 455 E. "M" St., Gering, NE 69341 which is our commercial Driver's License skills testing location. However, the Tenant Agency will consider all proposals taking into consideration convenient access.

Multi-lane two-way roadway or multi-lane one-way roadway (maximum speed limit of 55 mph) must be withing a 2 mile radius of the facility for conducting drive tests in passenger vehicles and motorcycles.

Is the location within a 5-mile driving distance via the most direct driving route of 455 E. "M" St., Gering, NE 69341? Yes ☐ No ☐

If not, how may miles how miles away (via driving distance) is the location from 455 E. "M" St., Gering, NE 69341?  
\_\_\_\_\_

Is the location within a 2-mile radius of a Multi-lane two-way roadway or Multi-lane roadway (maximum speed limit of 55 mph)? Yes ☐ No ☐

If not, how many miles away is the proposed location from a 2-mile radius of Multi-lane two-way roadway or Multi-lane roadway (maximum speed limit of 55 mph)? \_\_\_\_\_

Additional Comments: \_\_\_\_\_

**E. Parking**

Bidder may not include cost of parking in any proposal for the State of Nebraska.

Location and # of Parking Stalls provided by Lessor **at no cost** to Lessee/Tenant Agency:

If parking is not provided, please list available parking lots/garages adjacent or close to the Demised Premises:

### PART 3 Bid Proposal Requirements

1. State of Nebraska Lease Agreement Enclosed Yes ☐ No ☐

To include rental rate, square footage and total annual lease payment.

Initial here: \_\_\_\_\_ Any exceptions to the terms and conditions of the State's lease format are to be explicitly noted and highlighted in the lease.

2. RFP Terms and Conditions Enclosed Yes ☐ No ☐

3. Proposed Floor Plan Enclosed Yes ☐ No ☐  
(Including restroom dimensions and number of stalls)

4. Proof of Ownership Available Upon Request Yes ☐ No ☐

5. References

Please list at least three (3) tenants or other responsible parties (non State), whom we may contact and who can attest to the performance of the Bidder in a leasing agreement or other contractual arrangement.

1. Phone:  
2. Phone:  
3. Phone:

### PART 4 Award Preferences (definitions in the RFP)

1. Resident Bidder Yes ☐ No ☐

2. Resident disabled veteran Yes ☐ No ☐

By signing this Proposal Form, Bidder hereby attests that the information contained in this Proposal Form is true and accurate to the best of the Bidder's knowledge. Bidder acknowledges and agrees to be bound by the requirements, terms, and conditions contained in the Request for Proposal, including all attachments and exhibits.

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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## ATTACHMENT B

### STANDARD POLICIES AND PROCEDURES FOR INSTALLATION OF WIRE AND CABLE FACILITIES IN STATE OWNED AND OCCUPIED BUILDINGS State of Nebraska - Office of the Chief Information Officer

#### PART 1. GENERAL

##### WORK INCLUDED:

The telephone and computer wiring system shall include, but is not limited to: all station, riser, aerial, and intra-campus cables as required; conduits, raceways, messenger wire systems, and all associated cable support hardware; telephone jacks, data interface connectors, face plates, and identification labels; distribution back-boards, line protectors, termination blocks and brackets, patch panels, distribution rings, cross connect wire, and data distribution equipment as required; all cable terminations; and all associated appurtenances as required by the distribution system.

##### REQUIREMENTS OF REGULATORY AGENCIES:

- Wiring methods, conductor applications, and insulation materials shall meet all applicable provisions of the National Electrical Code and Federal Communications Commission Rules and Regulations as well as applicable State and Local Codes.
- All new cables and wires installed shall be listed by Underwriters Laboratories, Inc.
- All cables installed shall meet appropriate fire ratings.

##### PRODUCTS:

All required or recommended parts to be used for a specific installation will be listed in the Request for Proposal or the Lease Agreement.

#### PART 2. EXECUTION

##### WORKMANSHIP:

- All work shall be performed by a company whose primary business is providing telecommunication services. This does not include work normally performed by an electrical contractor.
- All installations shall conform to the appropriate and most current recommended standards, as well as any associated technical systems bulletin, as published by the EIA/TIA committee of ANSI.
- All work shall be performed in accordance with the equipment manufacturer's requirements.
- All cable terminations shall be performed at the respective terminal boards, equipment cabinets, and station outlets.

- All station cabling shall be "home run" to appropriate distribution frame or equipment cabinet. No splices will be allowed in these lines.
- Distribution panels are not to be located in a plenum area or above accessible ceilings.
- All cables installed above accessible ceilings shall be neatly bundled utilizing commercially available products and attached to appropriate supports. Cables installed randomly and disorderly will not be allowed.
- All cables shall be installed in a fashion not to interfere with the general maintenance of other electrical/mechanical devices as well as in a manner that other electrical/mechanical devices will not interfere with the operation of the cables intended application.
- All cables shall be identified and/or labeled at appropriate locations.
- Contractor shall be responsible for all clean-up associated with the installation of cabling facilities.

**CABLING RECORDS:** Upon completion, a detailed drawing of the wiring system is to be provided to the Lessor and Lessee. This drawing should show, but is not limited to: outlet jacks; labeling schemes and numbers; distribution panels and closets; aerial, riser, intra-campus, and building entrance cables; and all splice locations. Underground cabling and conduit systems are to be located with exact measurements using permanent, physical structures as reference points.

**TESTING:** Upon completion of the wiring system, provide written certification that the system is free of shorts, grounds or open circuits, all cables are terminated and identified and that each voice and/or data outlet is functional.

**WARRANTY:** All materials and labor shall be warranted for a period of not less than of one year from the date of final acceptance. Extended warranty requirements will be listed in the Request for Proposal or Lease Agreement.

**POLICIES AND PROCEDURES FOR THE INSTALLATION OF DATA NETWORK INFRASTRUCTURE IN STATE OF NEBRASKA OCCUPIED OFFICES.**

1. Network Room (NR) aka Server Room, Data Room, Equipment Room, Telecommunications Room, IT Room.

- a. The NR will contain only network infrastructure used exclusively by/for State of Nebraska.
- b. NR shall be a minimum of 75 square feet for offices with less than 50 staff and 100 square feet for offices with more than 50 staff. All walls shall be covered with plywood A/C grade. Plywood shall be fire retardant or coated with fire retardant paint.
- c. Door to the NR must have a lock keyed separate from any other door in the building.
- d. The NR shall not have open drains. Any water sources must be capped. The NR shall not be located next to adjacent walls with high voltage sources such as transformers, electrical motors, elevators, or other sources of electrical interference.
- e. Flooring in the NR must be of a non-static producing material such as wood or tile.
- f. NR must have enough air conditioning or ventilation such as louvered door or thermostatically controlled vent to maintain temperature of less than 75 degrees Fahrenheit.
- g. Each side wall must have a single gang dedicated 110 volt 20 amp power outlet centered on the wall approximately 15in from the floor.
- h. The back wall must have two dual gang dedicated 110 volt 20 amp power outlets located so as to split the difference



of the back wall with outlets approximately 15in from the floor. In offices of more than 100 staff, special power consideration may need to be implemented. For questions regarding this matter please contact OCIO Network Support at (402) 471-2047.

## 2. Auxiliary Wiring Closet(s) – Required for offices located on multiple floors.

- a. One Wiring Closet (WC) is required for each floor not housing the NR.
- b. Each WC shall be minimum of 50 square feet with door lock keyed same as NR and follow the NR standards noted above.

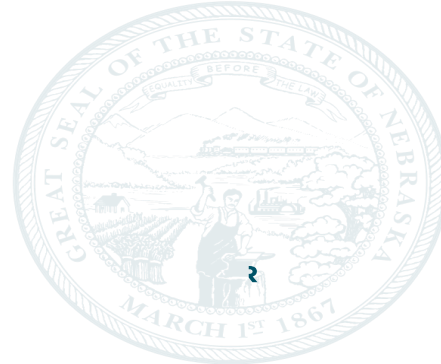
## 3. Data Wiring Specifications.

### a. Standards.

- i. All data wiring shall be installed according to ANSI/TIA/EIA-568B. A copy of the data wiring certification tests and a floor plan showing the cabling pathways with data jack drop points to include jack numbers shall be submitted to State of Nebraska OCIO.
- ii. All installed data cabling must be labeled according to ANSI/TIA/EIA-606 standards at the patch panel, cross connects and data jack.
- iii. Installers shall follow all Federal, State and Local codes regarding the data wiring installation.
- iv. Floor to floor access, requiring a hole to be drilled for telecommunications wiring shall be installed in a metal conduit sleeve. Placing sleeves shall follow ANSI/EIA/TIA 569B standards. Spaces and pathways of horizontal and backbone cabling must follow the ANSI/EIA/TIA 569B Commercial Building Standard for Telecommunications Pathway and Spaces. Fiber installed in a building or tunnel must be installed in inner duct.
- v. All data cabling installed external to the ceiling or wall must be installed in one-inch raceway at a minimum. The raceway and fittings need to be rated to the cabling category being installed.
- vi. All wall-mounted faceplates must be secured to low voltage-mounting plate at a minimum.

### b. General.

- i. The communications cabling contractor must contact OCIO Network Support to review requirements prior to starting work and provide a start date and expected completion date. For all questions concerning the data network please contact OCIO Network Support in Lincoln, at (402) 471-2047.
- ii. The contractor shall provide the complete physical wiring infrastructure including, but not limited to Category 6 rated data cable, jacks, data racks & patch panels. Patch panels cannot be larger than the 48 port style nor be of more than 2 rack units measuring approximately 19"x4"x4".
- iii. OCIO Network Support may, at its option, provide a lockable network cabinet for the NR and/or WCs.
- iv. The location of data jacks and data closet design for data equipment will be provided by OCIO Network Support once a final floor plan has been issued.
- v. The contractor shall contact OCIO Network Support in Lincoln, at (402) 471-2047 upon completion of the physical network.
- vi. For new site installations the data wiring will be terminated and tested at the earliest time possible.



Jim Pillen, Governor

## ATTACHMENT C

### LEASE AGREEMENT #65251624

This Lease Agreement ("Lease") is by and between \_\_\_\_\_, a(n) \_\_\_\_\_, ("Lessor") and Department of Administrative Services, State Building Division, an agency of the State of Nebraska ("Lessee") acting on behalf of \_\_\_\_\_ ("Tenant Agency") The Lessee and Lessor may sometimes hereafter be referred to collectively as the "Parties" or individually as a "Party."

This Lease shall incorporate Request for Proposal ("RFP") and all other documents identified by Section III.A of the RFP. In the event of a conflict between any of the incorporated documents, the order of preference shall be governed by Section III.A of the RFP.

1. **Premises.** Lessor hereby leases, subject to the terms, covenants and conditions set forth in this Lease, to Lessee, the premises located at:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

("Demised Premises") shown on the floor plan attached as *Demised Premises Floor Plan – Exhibit A*. Lessor warrants and represents that it is the owner of the Demised Premises. The Demised Premises are being leased for the sole purpose of general office space.

#### 2. Term.

- 2.1 The term of this Lease ("Term") shall be for an initial term of \_\_\_\_\_ years, commencing on \_\_\_\_\_ ("Commencement Date") and ending on \_\_\_\_\_, ("Expiration Date") unless sooner terminated as hereinafter provided. This Lease shall not become effective until all required signatures and exhibits have been obtained, the Tenant Improvements (attached as *Tenant Improvements – Exhibit B*) for the Demised Premises have been completed and approved by Tenant Agency and Lessee, and Demised Premises are ready for full legal occupancy. If Tenant Agency occupies the Demised Premises prior to Commencement Date, rent will commence at time of occupancy and shall be prorated based on the number of days in the month of earlier occupancy. The Expiration Date shall remain the same despite the earlier occupancy by Tenant Agency.
- 2.2 If Lessor cannot deliver possession of the Demised Premises to Tenant Agency by the Commencement Date, Tenant Agency and Lessee shall not be obligated to pay rent or perform any other obligation of Lessee under the terms of this Lease until Lessor delivers possession of the Demised Premises to Tenant Agency. The Term of the Lease shall commence on the earlier of (i) the date Tenant Agency takes possession of the Demised Premises for the conduct of business or (ii) ten (10) days following

notice to Lessee that Lessor has substantially completed the Tenant Improvements, provided that notice is no earlier than ten (10) days prior to the Commencement Date. If possession of the Demised Premises is not delivered to Tenant Agency within sixty (60) days after the Commencement Date and the delay is not directly due to Lessee's acts, failure to act, or omissions, Lessee may cancel this Lease.

- 2.3 Upon written agreement of the Parties, this Lease may be renewed \_\_\_\_\_ time(s) for an additional \_\_\_\_\_ [year(s)/month(s)] term.

### 3. Rent.

- 3.1 Lessee shall pay Lessor rent in equal monthly installments payable in advance on the first (1st) day of each month throughout the Term of this Lease. Rent payable for any period of time less than one (1) month shall be determined by prorating the monthly rent based on the actual number of days in the month. Rent shall be made payable to:

“ \_\_\_\_\_ ”

and sent to Lessor's financial institution as designated in writing and in advance by Lessor.

- 3.2 Tenant Agency shall occupy \_\_\_\_\_ square feet of space. The actual rentable area of the Demised Premises shall be determined in accordance with the Standard Method for Measuring "Floor Area in Office Buildings, Approved by the American National Standards Institute, Inc. (ANSI/BOMA Z65.1-2017). Additionally, Lessor hereby grants to Lessee, for the benefit of Tenant Agency, the non-exclusive right to use the common areas of the Demised Premises.
- 3.3 The payment schedule for the Term of this Lease shall be as follows: (remember increases run with the biennium)

| Lease Term | SF   | Rate PSF | Annual Rent | Monthly Rent |
|------------|------|----------|-------------|--------------|
|            | 0.00 | \$0.00   | \$0.00      | \$0.00       |
|            | 0.00 | \$0.00   | \$0.00      | \$0.00       |
|            |      |          |             |              |

**4. Tenant Improvements.** The Lessor shall make tenant improvements to the Demised Premises as outlined and depicted in Exhibit B. <Remove if Lessor is paying for the Tenant improvements.> The Lessee shall pay for the cost of those tenant improvements, which cost shall not exceed a total of [write out number] (\$xxx,xxx.00) OR The Lessor shall pay for the cost of those tenant improvements. Payments for the tenant improvements shall begin on [Date] and shall continue throughout the initial Term of the Lease. Payments for tenant-improvement costs shall be made once per month, in the amount of [write out number] (\$xxx,xxx.00) each month, and shall be paid with and in addition to the rent. At any time during the lease, Lessee may make additional payments toward the principal without penalty. All furnishings shown in Exhibit B2 will be the sole property of Tenant Agency at the end of the original term of the Lease or when tenant improvement costs pertaining to furnishings have been retired, whichever is sooner. The payment schedule for tenant improvements during the Term of this Lease shall be as follows:

| Year | TI Balance Start | Interest | Principal | TI Balance |
|------|------------------|----------|-----------|------------|
| 1    | \$ -             | \$ -     | \$ -      | \$ -       |
| 2    | \$ -             | \$ -     | \$ -      | \$ -       |
| 3    | \$               | \$       | \$        | \$         |
| 4    | \$               | \$       | \$        | \$         |
| 5    | \$               | \$       | \$        | \$         |
| 6    | \$               | \$       | \$        | \$         |
| 7    | \$               | \$       | \$        | \$         |
| 8    | \$               | \$       | \$        | \$         |
| 9    | \$               | \$       | \$        | \$         |
| 10   | \$               | \$       | \$        | \$         |

## 5. Termination.

5.1 The Lease may be terminated as follows:

- a. Lessor and Lessee each shall have the right to cancel this Lease, upon giving one hundred eighty (180) days' notice of cancellation in writing to the other Party.
- b. If sufficient appropriated funds are not available to the Lessee and/or Tenant Agency, this lease shall terminate upon written notice by the Lessee and/or Tenant Agency, unless otherwise agreed on by the Parties.
- c. Lessee may terminate this Lease if Lessor fails to perform its obligations under this Lease in a timely and proper manner. Lessee may, by providing a written notice of default to Lessor, allow Lessor to cure a failure or breach of this Lease within a period specified in the notice.
- d. Lessee may terminate this Lease immediately without penalty for the following reasons: (a) if directed to do so by statute; (b) if Lessor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business; (c) if a trustee or receiver of Lessor or of any substantial part of Lessor's assets has been appointed by any court; (d) in the case of fraud, misappropriation embezzlement, malfeasance, misfeasance, or illegal conduct by Lessor, its employees, officers, directors, or shareholders; (e) if an involuntary proceeding has been commenced by any Party against Lessor under any one of the chapters of Title 11 of the United States Code and (i) if the involuntary proceeding has been pending for at least sixty (60) days; or (ii) Lessor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) Lessor has been decreed or adjudged a debtor; or (f) A voluntary petition has been filed by Lessor under any of the chapters of Title 11 of the United States Code.

5.2 If the whole or substantial part of the building or Demised Premises shall be taken or condemned by any competent authority for any public use or purpose, unless otherwise agreed upon in writing

by the Parties, this Lease shall end on the date when possession of the part so taken shall be required. Current rent shall be apportioned to the date of termination.

- 5.3 If Lessee opts to terminate this Lease during the Term pursuant to Section 4.1(a), Tenant Agency will be responsible for any outstanding Tenant Improvement costs, the amount of which costs shall be based on the number of years remaining on the agreed to original Term.

If Lessor opts to terminate this Lease during the Term for any reason other than failure of Lessee to comply with the terms and conditions, Lessor shall be responsible for any outstanding Tenant Improvements remaining on the original Term.

**6. Notices.** All notices herein provided to be given, or which may be given, by either Party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, first-class mail, certified mail return receipt requested, or priority mail express overnight delivery, and addressed as follows:

To Lessor at:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Lessee at:

DAS-STATE BUILDING DIVISION  
Attn: # \_\_\_\_\_  
PO BOX 98940  
LINCOLN NE 68509-8940

## **7. Assignment and Subletting.**

- 7.1 Lessee shall not assign this Lease without the written consent of Lessor, which shall not be unreasonably withheld. Any occupant, assignee, or sub-lessee must agree to abide by all of the terms and provisions of this Lease. Lessor shall not assign this Lease without the written consent of Lessee, which shall not be unreasonably withheld.
- 7.2 Notwithstanding the provisions of Section 6.1 above, Lessee may change the Tenant Agency to any agency, board or commission of the State of Nebraska or any political subdivision thereof, provided that the new Tenant Agency assumes the obligations of the former Tenant Agency under this Lease. Should the Tenant Agency change, Lessee shall give reasonable notice to Lessor.

**8. Inspection.** Lessee and Tenant Agency agree to permit Lessor to enter the Demised Premises during usual business hours for the purposes of inspecting the same. Lessee and Tenant Agency agree that Lessor may enter the Demised Premises at any reasonable time for the purpose of making necessary repairs for which Lessor is responsible.

**9. Fixtures and Personal Property.** Any trade fixtures, equipment or personal property installed in or attached to the Demised Premises by a Party shall remain the property of that Party, unless otherwise agreed to in writing by the Parties. Tenant Agency agrees that it will, at its expense, repair any damage to the Demised Premises caused by the removal of its trade fixtures, equipment and other personal property.

9.1. The Lessee shall have the exclusive rights to name, rename, dedicate, and rededicate the building in which the leased premises are located. Upon request by the Lessee, the Lessor shall place or cause to be placed the name, sign(s), plaque(s), and other display(s) in the manner, form, style, and size requested by the Lessee on the building and/or the surrounding real property of the Lessor that reflects and/or describes the new name, dedication, or changed name or dedication. Upon request by the Lessee, the Lessor shall promptly remove any existing name(s), sign(s), or plaque(s), or other display(s) reflecting the name(s) or dedication(s) that the Lessee desires to be removed.

**10. Alterations.** Tenant Agency may make additions, alterations, repairs, or other changes (collectively hereafter referred to as "alterations") to the Demised Premises of a non-structural nature, provided that the alterations do not substantially decrease the fair market value and rental value of the Demised Premises.

**11. Return of Premises.** At the conclusion of this Lease or any extension thereof, Lessee shall return the Demised Premises to Lessor in the same condition as it was received at origination of this Lease, normal wear and tear excepted as provided in Section 9, above. If at the conclusion of this Lease or any extension thereof, Lessor is of the opinion that Tenant Agency is not leaving the Demised Premises in the same condition as it was received, normal wear and tear accepted, then such costs of restoration will be mutually agreed upon between the Parties

**12. Destruction of Premises.**

12.1 If a portion of the Demised Premises or the building is damaged by fire, unavoidable casualty, Act of God, or some other event that renders the Demised Premises unfit ("Event") such that Lessee or Tenant Agency is prevented from reasonably conducting its business in the premises, Lessee may terminate this Lease by delivering written notice to Lessor of its election to terminate within a reasonable amount of time. Alternatively, the Parties may agree in writing to amend the Lease to address the resulting circumstances from the Event. The portion of any lease payment, including any tenant improvement costs, which is attributed to the period of time after the Lease has been terminated in the above manner shall be refunded by Lessor to Lessee. If Lessee does not terminate this Lease, then Lessor shall repair the building or the Demised Premises, as provided below, and the lease payment, including any tenant improvement costs, for the portion of the Demised Premises rendered unusable for Tenant Agency's purposes by the damage or repair shall be abated on a reasonable basis from the date of damage until the completion of the repair, unless a Tenant Agency agent, invitee, or employee directly caused such damage, in which case, Tenant Agency shall continue to pay the lease payment without abatement.

12.2 Lessor shall, within fifteen (15) days after such Event, deliver to Lessee a good faith estimate of the time needed to repair the damage caused by the Event. Lessor shall be responsible for repairing the same in a timely manner at Lessor's own expense and the lease payments shall be from the time of the Event until the Demised Premises have been put in substantially the same or better condition as they existed immediately before such Event, as determined by Lessee.

**13. Repair and Maintenance.** During the Term of this Lease, Lessor shall maintain the Demised Premises, including the common areas, surrounding grounds, parking areas, and the building(s) in good repair and tenantable condition. Lessor's obligations include, but are not limited to, the maintenance and repair of the plumbing, heating, electrical, air-conditioning and ventilating equipment, and fixtures, as well as consequential damages that result from plumbing, window, and roof leaks.

**14. Services and Utilities.**

14.1 *Utilities.* All utility services for use by Tenant Agency in the Demised Premises and associated building and associated fees shall be the responsibility of Lessor. In the event of any outage of utility services to the Demised Premises, Lessor shall use its best efforts to restore said utility services promptly.

14.2 *Janitorial.* Lessor shall provide and be responsible for all janitorial and recycling services and incidental supplies for the Demised Premises, including the common areas, as shown on attached *Janitorial & Recycling Performance Requirements – Exhibit C*. If agency requests this add the following:

14.3 *Parking.* Lessor shall provide no less than [redacted] parking stalls and [redacted] ADAAG compliant stalls, as shown on *Parking Lot Plan – Exhibit D* attached hereto and incorporated herein.

14.4 *Other.* Lessor shall provide trash removal, recycling of plastics, aluminum, and cardboard, lawn care, and interior and exterior pest control and to immediately correct any unsafe conditions. Prior to the start of each business day, the Lessor is responsible for snow and ice removal for building entrances, exits, sidewalks, driveways and parking areas. If conditions warrant, additional snow and ice removal may be needed during the business day based on conditions and the accumulation of snow, sleet, and ice. Lessor is responsible to correct all unsafe conditions relating to freezing and thawing.

All maintenance-related services, including, but not limited to, electrical, mechanical, plumbing, and structural services, shall be provided by Lessor as part of the rental rate.

Lessor agrees to, at the Lessor's expense, paint the walls of the Demised Premises every five (5) years with at least one (1) coat of paint, replace carpet that is worn or becomes hazardous, and have the carpet cleaned annually and spot cleaned, as needed or as requested by the Tenant Agency, throughout the year.

14.5 Tenant Agency agrees to pay the monthly charges to provide telephone and computer networking services supplied to the Demised Premises for the use of Tenant Agency. It is the responsibility of Lessor to ensure adequate entrance facilities are provided by the local communications company for the services required. Lessor shall provide communication cabling to each desk and workstation. Each desk and workstation shall have a telephone and computer network jack provided. Each telephone and computer jack shall be terminated on separate cables, which shall be terminated to separate connecting blocks/patch panels at the appropriate

central locations. All voice/data cabling will originate from a central communications closet to all requested locations/workstations/offices.

- 14.6 Tenant Agency agrees to pay all costs and monthly charges to provide cable TV service to the Demised Premises, if any, unless otherwise agreed to by Parties.
- 14.7 Communications installation methods and procedures shall comply with the standards set by the Nebraska Office of the Chief Information Officer.

**15. Holding Over.** In the event Lessee remains in possession of the Demised Premises after the expiration of the Term or any extension thereof, this Lease shall be automatically extended on a month-to-month basis, subject to termination by either Party by providing thirty (30) days written notice of termination to the other Party, and otherwise on the terms and conditions herein specified. Rent payable during any holdover period shall be the same as the monthly rent payable in the last month prior to expiration unless another amount is mutually agreed upon in writing by Tenant Agency, Lessee and Lessor.

**16. Compliance with Law.**

- 16.1 Lessor shall, at its expense, comply with all statutes, laws, ordinances, rules, regulations, building and maintenance codes, and requirements and orders of duly constituted public authorities, affecting the Demised Premises in any manner or the Lessee's or Tenant Agency's use of or access to the Demised Premises. This includes, but is not limited to, laws pertaining to the protection or confidentiality of information, data, records, or documents owned or possessed by the State that the Lessor or to which the Lessor's subcontractors may have access.
- 16.2 The Demised Premises shall meet all current applicable code requirements, including but not limited to fire/life safety codes and the Americans with Disabilities Act Accessibility Guidelines. HVAC system in all spaces proposed are required to meet current thermal environmental conditions for human occupancy (ASHREA standard 55-2004) and ventilation (ASHRAE standard 62.1-2007).
- 16.3 Lessor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- 16.4 Lessor shall also comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment. Lessor shall include this clause in all subcontracts used the performance of this Lease.

**17. Confidentiality and Privacy.**



- 17.1 Unless prior publicly disclosed by the Lessee or Tenant Agency, all information provided to Lessor and all information, data, records, and documents located at the Demised Premises and owned or possessed by the Lessee or Tenant Agency shall be regarded as confidential information ("Confidential Information"). Confidential Information may include, but is not limited to, protected health information. Lessor shall not and shall not attempt to access, acquire, or receive Confidential Information unless the Lessee or the Tenant Agency agree otherwise in writing. In the event that Lessor or Lessor's subcontractor(s), volunteer(s), agent(s), or other persons performing services or duties under this Lease accesses, acquires, or receives Confidential Information, the Lessor shall immediately notify the Lessee and shall not use, reproduce, distribute, disclose, or take any other action or inaction that may cause or result in the Confidential Information being further shared, disclosed, or compromised.
- 17.2 Except when otherwise agreed to in writing by the Lessee or Tenant Agency or in cases of emergencies that threaten the life and safety of the Tenant Agency's employees or other persons, Lessor shall not interfere with, disturb, use, damage, destroy, or remove any of the personal property belonging to or in the possession of the Lessee or the Tenant Agency and located at the Demised Premises. In the event that Lessor or Lessor's subcontractor(s), agent(s), volunteer(s), or other persons performing duties or services under this Lease Agreement interfere with, disturb, use, damage, destroy, or remove any of the personal property of the Lessee or the Tenant Agency, the Lessor shall immediately notify the Lessee and the Lessor shall not take any actions or inactions that may further interfere with, disturb, use, damage, destroy, or remove any of the personal property. Nothing in this subsection shall be construed to prevent the Lessor or the Lessor's subcontractor(s), agent(s), volunteer(s), or other persons performing duties or services under this Lease from taking those actions that are necessary to perform the duties or services as provided in this Lease.
- 17.3 The Lessor shall ensure that any and all of Lessor's employees understand and agree to abide by the same terms and conditions in this Section. The Lessor shall place a similar provision that protects the Lessee's and Tenant Agency's Confidential Information to the same or greater extent as provided in this Section in any and all agreements with subcontractors, volunteers, and agents performing duties or services, in whole or in part, under this Lease Agreement. This includes, but is not limited to, janitorial, vending, and maintenance duties and services.
- 17.4 If the Lessor fails to comply with any term or provision of this Section, as determined in the sole discretion of the Lessee, the Lessee may allow the Lessor to cure the breach within thirty (30) days of Lessor's receipt of written notice of breach or Lessee may immediately terminate this Lease without penalty and no further sums shall be owed to Lessor, except that Lessor may be entitled to recover any unamortized costs for Tenant Improvements only in circumstances where the Lessor's failure to comply with this Section is not attributable to Lessor's negligence or Lessor's intentional actions or inactions. Lessee shall retain all rights and remedies under law.

**18. Liabilities – Limited or Negligent Acts.** Lessee and Tenant Agency shall not be responsible for any liabilities resulting from negligent acts or omissions of Lessor, its agents, invitees or employees, and Lessor will hold Lessee and Tenant Agency harmless from any damages or injuries caused by Lessor, its agents, invitees or

employees. Lessor shall not be responsible for any liabilities resulting from the negligent acts or omissions of Lessee or Tenant Agency, its agents, employees or invitees.

## **19. Default.**

- 19.1 In the event Tenant Agency or Lessee fails to pay any lease payment due herein or fails to keep and perform any of the other terms or conditions hereof, Lessor may serve written notice of default upon Lessee. Upon such receipt, Lessee or Tenant Agency shall have thirty (30) days to cure the default. If the default has not been cured, Lessor may resort to any and all legal remedies or combination of remedies which Lessor may desire to assert, including but not limited to one or more of the following: (1) declare the Lease terminated with written notice to Lessee sent by certified mail, return receipt requested; (2) file a claim for the lease payment due under the Lease and/or for any damages sustained by Lessor; (3) continue the Lease in effect and relet the Demised Premises on such terms and conditions as Lessor and Lessee agree to in writing with Lessee and/or Tenant Agency remaining liable for the monthly lease payment until the Demised Premises is relet. Notwithstanding the foregoing, the Lessor has a duty to mitigate the Lessor's damages.
- 19.2 In the event Lessor fails or refuses to comply with any requirements of the Lease within thirty (30) days of the event giving rise to the requirement or in the event of an emergency constituting a hazard to the health or safety of Lessee's and/or Tenant Agency's employees, property, or invitees, Lessee and/or Tenant Agency may perform such maintenance or make such repair at its own cost and, in addition to any other remedy Lessee and/or Tenant Agency may have, may deduct the amount thereof from the lease payment that may then be or thereafter become due.

**20. Drug Free Workplace.** Lessor certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Lessor agrees to provide a copy of its drug free workplace policy at any time upon request by Lessee.

**21. Insurance and Notice of Self-Insurance.** Lessor shall provide proof it has obtained all the insurance required hereunder and that insurance shall be approved by Lessee. Approval of the insurance by Lessee does not relieve or decrease the liability of Lessor hereunder. If by the terms of any insurance, a mandatory deductible is required or if Lessor elects to increase the mandatory deductible amount, Lessor shall be responsible for payment of the amount of the deductible in the event of a paid claim. This Section 20 shall in no way affect the remedy provisions set forth in this Lease or Lessee's right of recovery thereunder.

- 21.1 *Workers' Compensation and Employers' Liability Insurance.* Lessor shall take out and maintain during the entire Term, and any Renewal Term of this Lease the statutory Workers' Compensation and Employers' Liability Insurance for all of its employees that are or will be engaged in work for the benefit of this policy and shall include a waiver of subrogation in favor of Lessee. The amounts of the insurance protection shall not be less than the \$500,000 (Employers Liability) and for Worker's Compensation (amount statutory).
- 21.2 *Commercial Automobile Liability Insurance.* Lessor shall take out and maintain during the life of this Lease sufficient commercial automobile liability insurance to protect it and any subcontractor performing work covered by this Lease from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations

under this Lease whether such operation be by Lessor or any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than \$1,000,000 combined single limit. The commercial auto liability insurance shall be written to cover all owned, non-owned and hired vehicles.

**21.3 Additional Insurance Coverage Amounts Required**

- Workers' compensation (statutory) with \$500,000 employer's liability
- Property insurance (enough to cover the replacement cost of the property)
- General liability (\$1/\$2M primary)
- Umbrella (\$3/\$5 M)
- Automobile liability (\$1M combined single limit).

**21.4 Lessor Proof of Insurance.** Lessor shall furnish Lessee with a certificate of insurance confirming coverage, which shall be submitted to Lessee annually thereafter through the Term, and any Renewal Term of this Lease. The certificate shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If Lessee is damaged by the failure of Lessor to maintain such insurance, then Lessor shall be responsible for all reasonable damages, losses, and expenses properly attributable thereto. The Certificate of Insurance shall expressly provide that the coverage(s) afforded shall not be terminated or without first providing Lessee with a fifteen (15) day or more advance notice. Attached hereto and incorporated herein as *Certificate of Insurance Coverage – Exhibit E*

**21.5 Lessee Proof of Self-Insurance.** Lessee shall furnish Lessor with a certificate of self-insurance coverage, which provides coverage for the original Term and any Renewal Term of this Lease. Lessee, under the provisions of Neb. Rev. Stat. § 81-8,239.01 (Reissue 2014), self-insures all such exposures and is financially capable of retaining those losses should they occur. If there is a liability loss under the provisions of this Lease, a claim may be filed with the Office of Risk Management and, if approved, will be paid from the State Tort Claims Act, Neb. Rev. Stat. § 81-8,209 et seq., and any other provision of law. Workers' Compensation is statutorily required in Nebraska and Lessee is fully self-insured. Occupational diseases are fully covered by law.

**22. Amendments and Binding Effect.** This Lease may not be amended except in a writing signed by Lessor and Lessee. No provision of this Lease shall be deemed to have been waived by either Party unless the waiver is in writing signed by the applicable Party. No custom or practice that may evolve between the Parties in the administration of this Lease shall waive or diminish the right of either Party to insist on the performance of the other Party in strict accordance with the terms of this Lease.

**23. Severability.** If any clause or provision of this Lease is illegal, invalid, or unenforceable, then the remainder of this Lease shall not be affected thereby. In lieu of the illegal, invalid, or unenforceable clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

**23. Entire Agreement.** This Lease is the entire agreement between Lessor and Lessee regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties or agreements have been made by Lessor or Lessee to the

other with respect to this Lease or the obligations of Lessor or Lessee in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting Party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

**25. Governing Law.** The laws of the State of Nebraska shall govern the jurisdiction, venue, interpretation and construction of this Agreement, excluding the choice of law rules that may direct jurisdiction, venue, interpretation, or construction of this Lease to other jurisdictions.

**26. Media; Public Relations.** Lessor may not advertise or represent that Lessee or Tenant Agency recommends or endorses Lessor. The Parties will coordinate and cooperate in all communications with the media.

**27. Headings.** The section headings appearing herein are for the convenience of the Parties only, and do not affect, define, limit or construe the contents of the various sections in this Lease.

**IN WITNESS WHEREOF**, the Parties have executed this Lease as of the day and year last below written.

**LESSOR:**

\_\_\_\_\_  
Name, Title  
Company

\_\_\_\_\_  
Date

**Federal I.D. Number:** \_\_\_\_\_

**LESSEE:**

\_\_\_\_\_  
Brent D. Flachsbart, Administrator  
Department of Administrative Services, State Building Division

\_\_\_\_\_  
Date

Exhibit A – Demised Premises Floor Plan (Section 1)

Exhibit B – Tenant Improvements (Section 2)

## Exhibit C – Janitorial General Performance Requirements (Section 13)

### JANITORIAL AND RECYCLING GENERAL PERFORMANCE REQUIREMENTS

The janitorial and recycling performance requirements attached as part of this Lease Agreement are the tasks and frequencies of work to be performed, as well as supplies to be provided, by the janitorial contractor throughout the Lease term. These requirements establish the performance expectations.

It is understood that all possible contingencies cannot be itemized and scheduled. Extra seasonal traffic and inclement weather can change the frequencies of many of these duties. Therefore, all work will be performed in a professional manner and done in the best interests of maintaining a clean, presentable building.

NOTE: The performance requirements herein stated have been established from past experience. Meeting the expectations and requirements outlined herein will be monitored. Failure to adhere to the expectations and requirements may be deemed a breach of contract, as determined by the Lessee. .

#### NIGHTLY CLEANING:

Shall include the following (unless otherwise indicated.)

1. Empty all waste receptacles and change liners, as needed.
2. Remove trash from building to proper bins.
3. Dust mop all hard surface floor areas.
4. Damp mop hard surface floor.
5. Spot clean and/or vacuum carpets nightly, as needed.
6. Clean all door and partition glass.
7. Dust all horizontal surfaces (window sills, files, tables, chairs, racks, etc.) excluding desk tops).
8. Clean and sanitize all drinking fountains.
9. Clean both sides of entryway glass.
10. Clean entrance matting.
11. Clean janitorial closets/rooms and sink.

#### RESTROOMS and BREAK areas:

12. Empty all waste receptacles and change liners, as needed.
13. Clean and service all restroom dispensers.
14. Thoroughly clean all fixtures with a germicidal cleaner.
15. Thoroughly clean walls, doors, shelves and partitions with a germicidal cleaner.
16. Sweep and thoroughly wet mop all floor areas with a germicidal cleaner.

#### WEEKLY CLEANING:

1. Clean kick plates, door knobs and switch plates (including elevators).
2. Clean and buff all hard surface floors and refinish, as needed.
3. Thoroughly vacuum all carpeting, using upright (beater brush) and detail vacuums.

#### MONTHLY CLEANING:

1. Dust all venetian blinds.

#### QUARTERLY CLEANING:

1. Thoroughly wash all waste receptacles larger than desk size, as needed.
2. Shampoo carpeted corridors (three feet or wider).

#### SEMI-ANNUAL SERVICES:



1. Thoroughly wash all desk size waste receptacles, as needed.
2. Clean all exterior glass.
3. Clean all interior glass on a semi-annual basis or more often, as needed.
4. Clean all building diffusers and air vents.
5. Shampoo carpeted conference rooms
6. Strip wax and refinish all hard surface floors.

ANNUAL SERVICES:

Clean all light fixtures (wash reflectors, both sides of lenses and dry wipe tubes.)

RECYCLING SERVICES:

The Lessor shall collect and recycle the following items (collectively, "Recycled Items") from the Demised Premises: < If the agency needs specific recycling services, put them here, including if they know their collection frequency needs. If the agency doesn't need anything, write "[Reserved]">

1. Office Paper;
2. Newspaper;
3. Aluminum Cans; and
4. Corrugated Cardboard.

The frequency of collection of such recycled items shall be based on the needs of the Tenant Agency, as agreed upon by the Tenant Agency and Lessor.

PROOF OF COMPLIANCE:

Monthly, a report showing date of completion of all weekly, monthly, quarterly, semi-annual and annual cleaning must be mailed or hand delivered to a designated Tenant Agency representative. The janitorial contractor will be asked to visit the site with the Tenant Agency's Point of Contact ("POC") representative to review the quality of services provided, on a periodic basis.

Tenant Agency representative: \_\_\_\_\_

Representative phone: \_\_\_\_\_

Representative email address: \_\_\_\_\_

Exhibit D – Demised Premises – Parking Lot Plan (Section 13.3) showing where employees and invitees shall park

Exhibit E – Certificate of Insurance Coverage (Section 20.5)